



SBC Wisconsin
722 N. Broadway
Floor 13
Milwaukee, WI 53202

August 17, 2004

Ms. Christy Zehner
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Amendment to the Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin¹, and Sprint Communications Company, L.P. This Amendment allows Sprint Communications, L.P. to purchase SS7 from the tariff rather than the NIM.

Dear Ms. Dorr:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and Sprint Communications Company, L.P. hereby request approval, pursuant to 47 U.S.C. 252, of an Amendment to the Interconnection Agreement between Sprint Communications Company, L.P. and Wisconsin Bell, Inc., d/b/a SBC Wisconsin. This Amendment allows Sprint Communications, L.P. to purchase SS7 from the tariff rather than the NIM.

I have been authorized by Sprint Communications Company, L.P. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Sprint Communications Company, L.P.
Ralph Smith
Manager-Wholesale & Interconnection Marketing
6450 Sprint Parkway, KSOPHN0212-2A468
Overland Park, KS 66251
Tele: 913-762-1149

Very Truly Yours,

Joan Schoenberger

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

**AMENDMENT TO
INTERCONNECTION AGREEMENTS**

by and between

**Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan,
The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC
Wisconsin**

and

Sprint Communications Company, L.P.

- 1.0** The currently effective Interconnection Agreements, by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC”) and Sprint Communications Company, L.P. (“Sprint”) are hereby amended as follows:

Appendix Network Interconnection Methods (NIM) is amended to add the following as a new paragraph - Section 4.7.1:

Sprint may purchase SS7 from the SBC interstate or intrastate access tariffs rather than under the interconnection terms and conditions provided in this NIM Appendix. Provided however, when Sprint purchases SS7 from such tariff, no fees or compensation associated with SS7 service (including reciprocal compensation) will be charged by either party beyond the rates applicable under the access tariff from which such service is purchased.

- 2.0** All other terms and conditions of the Agreements remain unchanged.
- 3.0** This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreements, but rather, shall be coterminous with such Agreements.
- 4.0** Except as modified herein, all other terms and conditions of the underlying agreements shall remain unchanged and in full force and effect.
- 5.0** In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC’s Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC’s MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC’s Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC’s Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“TRO Remand

Order”); and the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- 6.0** Illinois, Wisconsin, Indiana and Michigan: The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the state commission and shall become effective ten (10) days following approval by such Commission. FOR OHIO ONLY: The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio (“PUCO”). Based upon PUCO practice, this Amendment shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.
- 7.0** This Amendment shall be filed with and subject to approval by the state commissions in Illinois, Indiana, Ohio, Wisconsin and Michigan.

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on this _____ day of _____, 2005, by SBC, signing by and through its duly authorized representative, and Sprint, signing by and through its duly authorized representative.

Sprint Communications Company, L.P.

**Illinois Bell Telephone Company d/b/a SBC
Illinois, Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, Michigan
Bell Telephone Company d/b/a SBC
Michigan, The Ohio Bell Telephone
Company d/b/a SBC Ohio, Wisconsin Bell,
Inc. d/b/a SBC Wisconsin, by SBC
Operations, Inc., their authorized agent**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: AVP-Local Interconnection Marketing

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on this 15th day of August, 2005, by SBC, signing by and through its duly authorized representative, and Sprint, signing by and through its duly authorized representative.

Sprint Communications Company, L.P.

By: W. Richard Morris

Name: W. Richard Morris

Title: Vice President,
External Affairs

Date: 8-11-05

**Illinois Bell Telephone Company d/b/a SBC
Illinois, Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, Michigan
Bell Telephone Company d/b/a SBC
Michigan, The Ohio Bell Telephone
Company d/b/a SBC Ohio, Wisconsin Bell,
Inc. d/b/a SBC Wisconsin, by SBC
Operations, Inc., their authorized agent**

By: Rebecca L. Sparks

Name: Rebecca L. Sparks

Title: AVP-Local Interconnection Marketing

Date: AUG 15 2005

FACILITIES-BASED OCN # 2687

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